

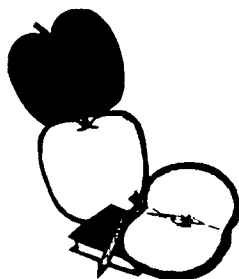
NEGOTIATED AGREEMENT

BETWEEN

LINN-MAR COMMUNITY  
SCHOOL DISTRICT

And

LINN-MAR PART-TIME  
FOOD SERVICE ASSOCIATION



Effective Date: July 1, 2006 – June 30, 2008

## TABLE OF CONTENTS

<u>Article</u>	<u>Page(s)</u>
Article I      Recognition .....	3
Article II      Wages.....	3
	Salary Schedule.....3
	Supplemental Pay.....3
Article III      Hours of Work .....	4
Article IV      Leaves of Absence .....	4-5
	Sick Leave.....4
	Funeral Leave.....5
Article V      Holidays .....	6
Article VI      Grievance Procedure.....	6-7
Article VII      Seniority.....	8
Article VIII      Job Posting and Bidding .....	8
Article IX      Reduction in Force.....	8
Article X      Evaluations.....	9
Article XI      Dues Deduction.....	9
	Schedule.....9
Article XII      Health and Safety.....	10
Article XIII      Compliance Clauses and Duration.....	11
Memorandum of Agreement.....	12

## ARTICLE I Recognition

The Linn-Mar Community School District hereby recognizes the Linn-Mar Part-Time Food Service Association as the exclusive bargaining representative for all part-time food service personnel as certified by the Public Employment Relations Board on December 5, 1997 in Case No. 5687.

The unit described in the above certification is, as follows:

**INCLUDED:** All part-time food service employees.

**EXCLUDED:** All other employees, supervisors, confidential employees and all employees excluded by Section 4 of the Act.

## ARTICLE II Wages

A. Salary Schedule:	<u>2006/2007</u> <u>Wage</u>
Year 1 -----	\$8.57
Year 2 -----	8.72
Year 3 -----	8.88
Year 4 -----	9.05
Year 5 -----	9.21
Year 6 -----	9.40
Year 7 -----	9.59
Year 8 -----	9.76
Year 9 -----	10.01
Year 10 -----	10.26

Employees not placed on this salary schedule will receive the applicable per hour increase for 2006-2007 and 2007-2008.

### B. Supplemental Pay

1. Responsibility for satellite school automatically gives employees a twenty-five cents (\$0.25) an hour increase. Manager Bonus.
2. Cashiers at the Middle School and Senior High School receive twenty-five cents (\$0.25) an hour additional for added responsibility. Cashier Bonus.
3. Part-time employees required to attend meetings, arranged by the Director of Food Service, will be compensated at the appropriate base rate.
4. An employee replacing a cashier or manager (full-time or part-time) will receive the cashier or manager bonus retroactive to the first day of replacement.
5. No employee shall receive more than one bonus.

**ARTICLE III**  
**Hours of Work**

A.     Work Schedule

The specific hours for each employee may vary according to the needs of the school district. The hours shall be designated by the responsible administrator or designee.

B.     Reporting Pay

If an employee has arrived at their work site and school is cancelled for that day, then the employee will be paid for two (2) hours at his or her base rate or for actual time spent at the work site, whichever is greater.

C.     Any employee scheduled 4 or more hours per day is entitled to a 15 minute paid break on a daily basis.

**ARTICLE IV**  
**Leaves of Absence**

A.     Sick Leave

Sick leave shall be granted without loss of salary according to the following schedule:

First year of employment.....	ten (10 days prorated
Second year of employment.....	eleven (11) days
Third year of employment .....	twelve (12) days
Fourth year of employment.....	thirteen (13) days
Fifth year of employment.....	fourteen (14) days
Sixth year of employment.....	fifteen (15) days

Employees covered by this agreement shall be granted leave of absence with pay for personal illness or injury, as prescribed by the Statutes of Iowa, and for illness in the immediate family (spouse, children, parent, step children) in the amounts listed above.

Sick leave days are prorated throughout the year. Sick leave may be accumulated to a maximum of ninety-three (93) days. The employee may be requested to provide a certificate of medical documentation.

Employees will be given an update of their sick leave once a year.

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

B. Funeral Leave

Personnel shall be granted a leave of absence at full pay in case of death in the immediate family (husband, wife, son, daughter) at the rate of five days per death. For father, mother, brother, sister, father-in-law, mother-in-law and up to five (5) days will be allowed when necessary.

In case of death of other relatives, up to two days (2) of absence with full pay may be granted **when necessary**.

It is conceivable that the death of some person other than those indicated above may warrant the same **or similar** treatment as those listed for one of the above categories. Such cases will be considered on an individual basis by the Superintendent or designee.

No death leave is accumulative.

C. Leave Without Pay

All part-time Food Service employees will receive two (2) paid personal days per year to be approved by the Director of Food Service.

An employee may apply for a general leave of absence up to 12 weeks without pay or benefits and without losing position or seniority. A leave of absence may or may not be granted for reasons deemed appropriate by the Executive Director of Human Resources.

An employee may apply for an extended general leave of absence of over 12 weeks up to one (1) year without pay or benefits. A leave of absence may or may be granted by the Superintendent or designee. Upon return from an approved extended leave of absence, the employee will be placed in a position with the same pay rate and hours as they were scheduled to work prior to the leave of absence.

D. General Provisions

An employee who gives the District a false reason to obtain a leave of absence will be subject to discharge.

## **ARTICLE V**

### **Holidays**

The following shall be paid holidays for all employees covered by this Agreement:

Thanksgiving  
Christmas Day  
Memorial Day

To be eligible for holiday pay, an employee must:

- a. Have been employed at least thirty (30) calendar days prior to the holiday.
- b. Work the workday before and the workday after the holiday.

This condition shall not prevent payment of holiday pay to an employee who has worked for the district at any time within thirty (30) calendar days prior to the holiday, and who is absent on either or both such workdays due to confinement in a hospital, death in family, jury duty, or verified personal illness.

## **ARTICLE VI**

### **Grievance Procedure**

The grievance procedure established herein shall be used concerning only claims or disputes contained in this Agreement.

#### **Step One**

Within five (5) working days after the occurrence or knowledge of the situation, or action of management given rise to grievance, the aggrieved shall make it known in writing to the Director of Food Service.

The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of the alleged grievance. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

Within five (5) days, the Director may call a meeting of the parties involved, and shall sit down to discuss the situation in a location away from a stream of traffic and routine place of work. The aggrieved shall clearly state that he/she is pursuing settlement of a grievance. One member of the Executive Council may be present at all stages. After the Director has been properly and thoroughly informed of the grievance, he/she will have five (5) working days to respond to the grievance.

### Step Two

If the grievance is not resolved within five (5) working days after informing the Director at the Step One meeting, the aggrieved may present a written grievance to the Business Administrator or his/her designee.

The Business Administrator shall then have five (5) working days to render a decision in writing to the grievant.

### Step Three

If the grievance is not resolved satisfactorily at Step Two, it shall be reviewed by the Association to determine if there shall be a third step of impartial binding arbitration.

If a demand for arbitration is not filed within twenty (20) working days of the Step Two reply, then the grievance will be deemed settled on the basis of the Step Two answer. Grievances which have been proceeded through Step Two of this procedure and only such grievances shall be submitted to arbitration as provided below.

The Association shall submit, in writing, a request to enter into such arbitration. The arbitration proceedings shall be conducted by the arbitrator to be selected by the two parties within five (5) working days, the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant or the Association which shall serve as a joint request. The party shall determine by coin toss which party shall have the right to remove the first name and shall do so within two (2) working days and the other party shall have one (1) additional working day to remove one of the remaining names. Each party shall alternately strike one name. The person whose name remains shall be the arbitrator.

The decision of the arbitrator shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring the same.

## **ARTICLE VII**

### **Seniority**

Seniority means an employee's length of service since his/her last date of hire. An employee's seniority shall be broken by voluntary resignation, discharge, retirement, or layoff (reduction in force) when the layoff lasts more than one year. A seniority list shall be provided to the President of the Association.

Protest of, errors in, or omissions from such list must be made the District within thirty (30) calendar days from the date of furnishing the seniority list and revisions thereof. If no protests are made within the thirty (30) calendar-day period, the list will be considered accurate and no further appeal or grievance will be permitted.

## **ARTICLE VIII**

### **Job Posting and Bidding**

All open jobs will be posted for bids throughout District facilities, for a period of at least three (3) working days. During the week before school starts and the first week school is in session, the District shall only be required to post a notice one (1) working day. The posting will include the job location(s), assignment, length of work year and hours. Qualifications and rate of pay are available through the Director of Food Service or designee. The District maintains the sole right to prescribe the qualifications necessary for each posted open job and selection will be on the basis of seniority and/or qualifications. This does not preclude the District from advertising, accepting applications, interviewing, and hiring individuals from outside the bargaining unit.

## **ARTICLE IX**

### **Reduction in Force**

The District shall determine when it is necessary to reduce the number of employees. In the event of a reduction, the affected employee(s) and the Association will be notified at least fourteen (14) days prior to the effective date of such reduction.

Reduction in the number of employees shall be based upon the needs of the school system as determined by the Administration and the skill, ability, competence, and seniority of the employee(s) affected.

If an opening occurs in the areas by the reduction within twelve (12) months of the date of reduction, those employees on staff reduction will be given first consideration for recall based on the needs of the school system as determined by the Administration.

An employee, who fails to return to work, if recalled, within five (5) working days after being notified by certified mail to the employee's last known address, shall lose his/her status as an employee.



**ARTICLE X**  
**Evaluations**

Employees covered under this agreement shall be evaluated as follows:

New employees (new to a position) shall be evaluated after 60 days; then after the first year and annually thereafter.

**ARTICLE XI**  
**Dues Deduction**

Upon receipt of a lawfully executed, written authorization from an employer, which may be revoked at any time by giving thirty (30) days written notice, the Board agrees to deduct the regular Association dues of such employees from his/her pay and to promptly remit such deductions to the official designated by the Association in writing to receive such deductions. The Association will notify the Board in writing of the exact amount of such regular membership dues to be deducted. The Board shall deduct the dues of each employee from his/her salary each month. Requests for dues deductions shall continue until revoked by the employee.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, order or judgments brought or issued against the Board as a result of any action taken or not taken by the Board under the provisions of this article.

**SCHEDULE**

The undersigned authorize the Linn-Mar Community School District to withhold from my salary the Association dues which are normally paid through the Linn-Mar Part-Time Food Service Association. The amount of the dues will be withheld each month, until revoked by me.

Linn-Mar Part-Time Food Service Association Dues: \$\_\_\_\_\_/Month

\_\_\_\_\_  
Employee's Signature

## **ARTICLE XII**

### **Health and Safety**

The District will exert every reasonable effort to provide and maintain working conditions, supplies, and equipment of a safe nature for the employees. The Union will cooperate to that end and will encourage all employees in the course of performing their regularly-assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions, and to report any such unsafe and/or unhealthy practices and conditions to their immediate supervisors.

It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others.

In the event of accident or injury, the employee shall complete and submit a report to the Office of Human Resources within forty-eight (48) hours unless the employee is hospitalized. In the case of hospitalization, the employee shall complete and submit a report to the Office of Human Resources within two (2) working days after discharge. Also, the employee shall inform the immediate supervisor of any injury or accident.

**ARTICLE XII**  
**Compliance Clauses and Duration**

A. Severability

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

B. Finality

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties are set forth in this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, not preclude the parties from proposing the negotiation of any item for the purpose of such amendment.

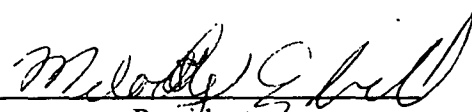
C. Term

This Agreement shall become effective as of July 1, 2006, and shall be in force and effect through June 30, 2008.

D. Signature Clauses

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereof, on the 22nd day of June, 2006.

LINN-MAR PART-TIME FOOD  
SERVICE ASSOCIATION

By:   
President

By: \_\_\_\_\_  
Chief Negotiator

LINN-MAR COMMUNITY  
SCHOOL DISTRICT in the  
County of Linn, State of Iowa

By:   
Superintendent

By:   
Chief Negotiator

**MEMORANDUM OF AGREEMENT**  
**BETWEEN LINN-MAR COMMUNITY SCHOOL DISTRICT**  
**AND THE**  
**LINN-MAR PART-TIME FOOD SERVICE ASSOCIATION**

A. Probation

A new employee shall serve a probationary period of sixty (60) working days completion of the probationary period, he/she shall be put on seniority list and his/her seniority shall be determined from his/her last date of hire. Probationary employees may be terminated for any reason without recourse to any procedures in the Agreement.

B. Physicals

All employees are required to have a physical examination/tuberculin screen for initial employment at the District's designated provider. The cost of the examination/screen is paid by the District.

C. Method of Payment

Paydays shall be established by the payroll department prior to the beginning of each school year. Employees will be paid two times per month.

\_\_\_\_\_  
Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
District

\_\_\_\_\_  
Date